

1 **WEIL, GOTSHAL & MANGES LLP**  
2 Stephen Karotkin (*pro hac vice*)  
(stephen.karotkin@weil.com)  
3 Ray C. Schrock, P.C. (*pro hac vice*)  
(ray.schrock@weil.com)  
4 Jessica Liou (*pro hac vice*)  
(jessica.liou@weil.com)  
5 Matthew Goren (*pro hac vice*)  
(matthew.goren@weil.com)  
6 New York, NY 10153-0119  
7 Tel: (212) 310-8000  
Fax: (212) 310-8007

8 **KELLER BENVENUTTI KIM LLP**  
9 Tobias S. Keller (#151445)  
(tkeller@kbkllp.com)  
Jane Kim (#298192)  
(jkim@kbkllp.com)  
10 650 California Street, Suite 1900  
San Francisco, CA 94108  
11 Tel: (415) 496-6723  
Fax: (415) 636-9251

12 *Attorneys for Debtors and Debtors in Possession*

13  
14 **UNITED STATES BANKRUPTCY COURT**  
15 **NORTHERN DISTRICT OF CALIFORNIA**  
16 **SAN FRANCISCO DIVISION**

17 **In re:**

18 **PG&E CORPORATION,**

19 **- and -**

20 **PACIFIC GAS AND ELECTRIC  
COMPANY,**

21 **Debtors.**

22  Affects PG&E Corporation  
23  Affects Pacific Gas and Electric Company  
24  Affects both Debtors

25 \* *All papers shall be filed in the lead case,  
No. 19-30088 (DM)*

26 Bankruptcy Case No. 19-30088 (DM)

27 Chapter 11

28 (Lead Case) (Jointly Administered)

**STIPULATION BETWEEN THE  
DEBTORS AND SAP INDUSTRIES, INC.  
EXTENDING TIME TO FILE  
OBJECTION TO CONTRACT  
ASSUMPTION AND PROPOSED CURE  
AMOUNTS**

[No Hearing Requested]

1 This stipulation and agreement for order (“**Stipulation and Agreement for Order**”) is  
2 entered into by PG&E Corporation and Pacific Gas and Electric Company, as debtors and  
3 debtors in possession (collectively, the “**Debtors**”) in the above-captioned chapter 11 cases (the  
4 “**Chapter 11 Cases**”), and SAP Industries, Inc. (“**SAP**”). The Debtors and SAP are referred to  
5 in this Stipulation and Agreement for Order collectively as the “**Parties**,” and each as a “**Party**.  
6 The Parties hereby stipulate and agree as follows:

## RECITALS

8       A.     On March 17, 2020, the United States Bankruptcy Court for the Northern District  
9 of California (the “**Bankruptcy Court**”) entered an Order (the “**Solicitation Procedures**  
10 **Order**”) that, among other things, approved the disclosure statement for the *Debtors’ and*  
11 *Shareholder Proponents’ Joint Chapter 11 Plan of Reorganization Under Chapter 11 of the*  
12 *Bankruptcy Code* (as may be amended, modified, or supplemented from time to time, and  
13 together with all exhibits and schedules thereto, the “**Plan**”). In accordance with the Solicitation  
14 Procedures Order, the Debtors commenced solicitation of their Plan on or about March 30, 2020,  
15 and the hearing to consider confirmation of the Plan is scheduled for May 27, 2020.

16       B.     Consistent with the provisions of the Plan, on May 1, 2020, the Debtors filed that  
17     certain *Notice of Filing of Plan Supplement in Connection with Debtors' and Shareholder*  
18     *Proponents' Joint Chapter 11 Plan of Reorganization dated March 16, 2020* [Docket No. 7037]  
19     (the “**Plan Supplement**”). The Debtors’ proposed schedule of executory contracts and  
20     unexpired leases (the “**Schedule of Assumed Contracts**<sup>1</sup>”) to be assumed under the Plan and  
21     corresponding proposed Cure Amounts were set forth as Exhibit B to the Plan Supplement.

22 C. Consistent with the provisions of the Plan, and as set forth in the Schedule of  
23 Assumed Contracts and the related notices served on counterparties to any agreements listed in  
24 the Schedule of Assumed Contracts, any objection by a counterparty to an executory contract or

<sup>27</sup> <sup>1</sup> Capitalized terms used but not herein defined have the meanings ascribed to such terms in the Schedule of Assumed Contracts.

1 unexpired lease to (i) any Cure Amount, (ii) the ability of the Reorganized Debtors or any  
2 assignee to provide “adequate assurance of future performance” (within the meaning of section  
3 365 of the Bankruptcy Code) under the executory contract or unexpired lease to be assumed, or  
4 (iii) any other matter pertaining to assumption, assumption and assignment, or the Cure Amounts  
5 required by section 365(b)(1) of the Bankruptcy Code (each, an “**Objection**”) was required to be  
6 filed, served, and actually received by the Debtors before the deadline set to file objections to  
7 confirmation of the Plan, at 4:00 p.m. (Prevailing Pacific Time) on May 15, 2020 (the  
8 “**Objection Deadline**”).

9       D.      Counsel for SAP has requested, and counsel for the Debtors has agreed, to extend  
10 the Objection Deadline for SAP to file an Objection as set forth herein.

11       **NOW, THEREFORE, UPON THE FOREGOING RECITALS, WHICH ARE  
12 INCORPORATED AS THOUGH FULLY SET FORTH HEREIN, IT HEREBY IS  
13 STIPULATED AND AGREED, BY AND BETWEEN THE PARTIES, THROUGH THE  
14 UNDERSIGNED, AND THE PARTIES JOINTLY REQUEST THE COURT TO ORDER,  
15 THAT:**

16       1.      The time for the SAP to file and serve an Objection is extended through 4:00 p.m.  
17 (Prevailing Pacific Time) on May 19, 2020.

18       2.      This Stipulation shall constitute the entire agreement and understanding of the  
19 parties relating to the subject matter hereof and shall supersede all prior agreements and  
20 understandings relating to the subject matter hereof.

21       3.      This Stipulation may be executed in counterparts, each of which shall be deemed  
22 an original but all of which together shall constitute one and the same agreement.

23  
24       4.      The Bankruptcy Court shall retain jurisdiction to resolve any disputes or  
25 controversies arising from this Stipulation.

26  
27  
28       [*Signatures on Next Page*]

Dated: May 15, 2020

WEIL, GOTSHAL & MANGES LLP  
KELLER BENVENUTTI KIM LLP

*/s/ Matthew Goren*

Matthew Goren

*Attorneys for Debtors  
and Debtors in Possession*

Dated: May 15, 2020

BROWN & CONNERY, LLP

*/s/ Donald Ludman*

Donald Ludman

*Attorneys for SAP Industries, Inc.*